

General conditions of purchase

for goods and services

1. Scope and applicability

1.1. These general conditions of purchase ("GCP") shall govern the legal relations between SUPPLIER and Orange Slovensko, a.s., with its registered at Prievozská 6/A, 821 09 Bratislava, Company ID No.: 35 697 270, VAT ID No.: SK 2020310578, registered with the Bratislava I District Court in Section Sa, Insert No.: 1142/B, (hereinafter referred to as ORANGE), in connection with the supply of goods and services.

1.2. These GCP shall take precedence over any standard terms and conditions previously agreed, and over SUPPLIER's standard terms, if any. Acceptance by ORANGE without reservations of the Contract Objects shall not imply its acceptance of SUPPLIER's standard terms and conditions.

2. Definitions

Contract Objects shall mean the provision by SUPPLIER of goods, and services in accordance with a Purchase Order (PO) by ORANGE.

Contract Price shall mean the price as set forth in clause 10 hereof, exclusive of Slovak value-added tax (VAT).

Delivery Point and Delivery Date shall mean the place and date agreed in the PO for the supply of the Contract Objects.

Proposal shall mean the SUPPLIER's answer based on the question's description contained in ORANGE's Request For Proposal.

Purchase Order or PO shall mean a binding order in writing for the supply of Contract Objects duly signed on behalf of ORANGE.

Request For Proposal ("RFP") shall mean a formal request for a Proposal from ORANGE to SUPPLIER.

Specifications shall mean the description of the Contract Objects and any performance standard specified in the RFP and/or the Purchase Order.

The SUPPLIER shall mean the supplier of the Contract Objects.

3. Proposal

3.1. By the means of sending an RFP, ORANGE shall ask SUPPLIER to submit its Proposal and/or price quotation. Unless otherwise agreed in writing by ORANGE, the preparation of a Proposal, consultations with ORANGE, demonstrations, technical documents, and the supply of samples by SUPPLIER shall be free of charge to ORANGE. SUPPLIER shall submit its definitive Proposal in writing by letter, fax, or e-mail.

3.2. In its Proposal, SUPPLIER shall expressly state in what regard it differs from the specifications set forth in the Request For Proposal.

3.3. SUPPLIER's Proposal shall remain valid at least for six (6) calendar months from the date of its submission to ORANGE.

4. Ordering

4.1. After SUPPLIER has submitted its Proposal, ORANGE shall be at liberty either to issue a PO without reservation or to call for further and more detailed negotiations, or not to issue a PO at all.

4.2. In the event of non-selection of the SUPPLIER, ORANGE is not obliged to state any reason.

4.3. After ORANGE evaluated the Proposal, ORANGE may elect to issue a Purchase Order which shall be in compliance with these GCP. In case of any inconsistency between the Purchase Order and these GCP, the PO prevails.

4.4. A Purchase Order shall be valid only if transmitted in writing. SUPPLIER shall confirm the Purchase Order in writing within five (5) working days, failing which ORANGE shall have the right to obtain the Contract Objects from others.

5. Delivery

5.1. Any ORANGE commitment shall only be valid if made in writing by the Purchase Order. SUPPLIER shall deliver the Contract Objects on the Delivery Date in the quantity and quality set forth in the Purchase Order, in conformity to the Specifications, be suitable for their intended use, and be free from apparent or latent defects (also see clause 13).

5.2. SUPPLIER's delivery note shall state the number and date of the Purchase Order and include a description of the Contract Objects, their quantity (total gross weight, where appropriate) and, if applicable, their dangerous-goods classification as required by law. SUPPLIER shall take back all packaging free of charge and dispose thereof in an environmentally acceptable manner as specified in clause 19.4 and foll.

5.3. All Contract Objects shall be delivered to the Delivery Point stated in the PO.

5.4. If ORANGE refuses to accept the Contract Objects because of defects found, it shall not pay for the rejected Contract Objects and the SUPPLIER shall be obliged to provide ORANGE with non defected Contract Objects within 14 days after such refusal.

5.5. Partial deliveries shall be permissible only subject to prior agreement in writing by ORANGE. ORANGE reserves the right to cancel a Purchase Order in part or as a whole if a part delivery is made without agreement in writing. ORANGE shall not be liable for costs incurred by SUPPLIER because of such cancellation (notably, but not necessarily limited to) any such that may arise for SUPPLIER because of the return of such partial delivery.

5.6. SUPPLIER shall keep ORANGE informed of progress – regularly, whenever necessary and on Orange request. If it seems that it may prove impossible to deliver the Contract Objects on time, SUPPLIER shall forthwith inform ORANGE thereof and agree with Orange another and binding Delivery Date. By agreeing a new Delivery Date, ORANGE shall not be deemed to have waived any

of its rights to claim for default as set forth in clause 6. Orange has a right to refuse to grant the SUPPLIER the new prolonged delivery date and withdraw from the PO.

5.7. SUPPLIER shall inform ORANGE of any technical and/or other innovations that may become available by the Delivery Date and make modifications to the Contract Objects necessary or advantageous for ORANGE if requested by ORANGE.

5.8. If ORANGE so requires, SUPPLIER shall at its own charge instruct such staff as ORANGE may designate in the proper use of the Contract Objects. The Request For Proposal or the PO shall specify the scope of such instruction and/or training. In the absence of this information, training shall be limited to instruction on the installation and use of the Contract Objects, and on the immediate steps necessary to maintain their value once they have been handed over.

5.9. Subject to the prior written approval by ORANGE, SUPPLIER shall have the right to call in third parties, such as (but not necessarily limited to) suppliers, subcontractors, and helpers, to assist it in its performance of the PO, always provided that these meet the high standards of ORANGE stipulated in these GCP as well as provided that they agree in writing to be bound by the confidentiality duty as per clause 17. Upon request by ORANGE, SUPPLIER shall disclose the names of all such third parties. In its relations with any such third parties, SUPPLIER shall at all times act in its own name and at its own risk and charge. SUPPLIER shall be as responsible for any acts of commission and omission by the aforesaid third parties, notably late delivery and defects, as for its own. In any case, using a subcontractor may not decrease the quality and/or quantity of SUPPLIER's performance under the PO.

5.10. Unless agreed otherwise in the Purchase Order, the following delivery conditions will be applicable:

For Contract Objects delivered from Slovakia, they will be delivered to the Delivery Point stated in the Purchase Order.

For Contract Objects delivered from a non-EU country, the delivery condition shall be DDU Incoterms 2000.

For Contract Objects delivered from an EU country, the delivery condition shall be DDP Incoterms 2000.

6. Default

6.1. The Delivery Point and Delivery Date stated in the Purchase Order shall be binding. The Delivery Date shall be deemed met if SUPPLIER delivers the Contract Objects to the responsible ORANGE personnel, performs the agreed services, if any, and if applicable installs the Contract Objects free from defects at the agreed Delivery Point by the agreed Delivery Date.

6.2. If any period and/or date has been stated for performance of the PO (by 16,00 PM at the latest), SUPPLIER shall be automatically deemed in default if it fails to comply. In all other cases SUPPLIER shall be deemed in default after a first reminder and expiry of the new deadline granted therein by ORANGE.

6.3. If SUPPLIER is in default, ORANGE may demand immediate compliance with the Purchase Order or withdraw from the same, without thereby affecting any of its legal rights. SUPPLIER shall in any case be liable for any damage that arises from its failure to deliver within the agreed deadline. SUPPLIER

shall pay ORANGE contractual penalty of one percent (1%) of the value of the PO for each started weekday for which it is in default, up to a total not exceeding twenty percent (20%), the right to claim damage compensation remains unaffected. The payment of contractual penalty shall not be deemed to relieve SUPPLIER from its contractual duties or be offset against a claim for compensatory damages.

7. Testing and acceptance of Contract Objects

7.1. Upon receipt of the Contract Objects, ORANGE shall test them within a reasonable time and inform SUPPLIER forthwith of their acceptance (final acceptance) or rejection, as the case may be.

7.2. If ORANGE finds any Contract Object to be defective, it shall set SUPPLIER a reasonable period of grace to remedy and correct the defect, however, 14 days at the latest. SUPPLIER shall remedy and correct any such defect within the stipulated period at its sole charge.

7.3. If within the stipulated period SUPPLIER fails to remedy and correct the defect or fails to do so in full, ORANGE may at its sole discretion exercise mainly the following rights:

- a. insist upon compliance with the PO, and claim compensatory damages and contractual penalty as per clause 6.3 (should SUPPLIER fail to comply, letter c) applies);
- b. if ORANGE so requires, SUPPLIER shall replace the defective Contract Objects by new within the period set by ORANGE (should SUPPLIER fail to comply, letter c) applies);
- c. refuse acceptance of the defective part(s) of the Contract Objects, withdraw from the Purchase Order and claim compensatory damages and contractual penalty as per clause 6.3.

7.4. ORANGE shall also have the right, at SUPPLIER's risk and expenses, either itself to remedy and correct or complete the Contract Objects, or to transfer this task to a third party of its choice. SUPPLIER shall assist ORANGE therein and notably hand over all documents necessary for that purpose.

7.5. If only part of the Contract Objects supplied is defective, ORANGE shall be at liberty to accept only those parts that are free from defects. As regards the defective Contract Objects, SUPPLIER shall proceed in accordance with clauses 7.2 to 7.5.

7.6. SUPPLIER shall make available free of charge to ORANGE all documentation, such as (but not necessarily limited to) documents and copies relevant or belonging to the Contract Objects or, as the case may be, to hand these over within five days after (full or partial) delivery of the Contract Objects.

8. Transfer of benefit and risk

Benefit and risk shall pass to ORANGE upon final acceptance of the Contract Objects as set forth in clause 7. Final acceptance shall require acceptance of all the Contract Objects, if not agreed by ORANGE otherwise.

9. Changes to goods and services

9.1. Changes to the goods and services shall be valid only if mutually agreed and confirmed in writing by the parties. In response to a variation request by ORANGE, SUPPLIER shall inform ORANGE in writing within five working days after receipt of said request whether the proposed changes are possible and what

effects (notably on Delivery Dates and prices) they will have on the PO.

9.2. If ORANGE requests only minor changes, SUPPLIER shall not have the right to refuse its request.

10. Prices

10.1. The prices stated in the Purchase Order shall be the maximal prices which may not be increased.

10.2. To be valid, any price change shall be mutually agreed and confirmed in writing.

10.3. All prices shall be stated based on delivery conditions as defined in Article 5.10 hereof in the currency agreed in the PO and cover all goods and services necessary for proper compliance with the PO. The agreed price shall notably also include namely the costs of packing, shipping (as set forth by the applicable Incoterm 2000 condition), insurance, installation, expenses, licence fees (if any), and all official dues but except value-added tax or similar indirect tax.

Should the mother company of Orange and/or any other entity belonging to the France Telecom and/or Orange group conclude a corporate sourcing contract or any other agreement stipulating more favorable conditions for Orange (mainly with respect to the prices, warranties, etc.) with respect to the Contract Objects with the mother company of the SUPPLIER and/or any other entity belonging to the SUPPLIER's group, the SUPPLIER undertakes to amend the PO reflecting these favorable conditions within 10 days after it obtains a written notice from Orange.

11. Permits and import certificates

SUPPLIER shall obtain at its own charge all necessary permits and import certificates.

12. Invoicing, payments, taxes

12.1. Except as may be otherwise agreed in writing by the parties, SUPPLIER shall not invoice ORANGE for the Contract Objects before their final acceptance.

12.2. All invoices shall be addressed to:

Orange Slovensko, a.s.
Prievozská 6/A
821 09 Bratislava
Slovakia

12.3. All invoices shall besides the statutory necessities including VAT registration numbers of both parties if they are registered, contain the following details: number and date of Purchase Order, Contract Object supplied, component designation and drawing number, description, quantity, and weight (if applicable).

12.4. Payment by ORANGE shall be made in the same currency as the agreed price within ninety (90) days after it has received the correctly compiled invoice. ORANGE shall notify SUPPLIER forthwith if an invoice is incorrect. In case the SUPPLIER is not registered in Slovakia, in order to facilitate the accounting process of ORANGE, it shall be obliged to send the copy of the invoice to ORANGE by fax or e-mail to the address specified in the PO on its issuance date. Subsequently, the executed original of the invoice shall be sent to ORANGE by post, For the sake of clarity, invoices are payable within ninety (90) days after the receipt of the executed original of the invoice per post.

12.5. Payment by ORANGE shall not be deemed acknowledgment that the Contract Objects are in accordance with the PO or free from defects.

12.6. Should ORANGE breach its obligation to pay for the invoice within its payment term, SUPPLIER shall be entitled to late payment interest of 1% of the outstanding sum per each weekday of delay, however, 20% of the outstanding sum at the maximum. The late payment interest shall be payable upon a request of the SUPPLIER.

12.7. The ORANGE's obligation to pay for any sums due under the PO shall be deemed fulfilled on the day the due sum was withdrawn from ORANGE account.

12.8. Bank fees: SHA shall be applicable, i.e. committer shall pay charges of his bank, beneficiary shall pay charges of his bank.

12.9. In case the Supplier is not registered for taxes in Slovakia (i.e. Slovak tax non-resident), the and where a withholding tax is levied by virtue of source country's law, ORANGE will pay to SUPPLIER all amounts less such tax payable on relevant payments and ORANGE as the paying party shall be responsible for paying it and obtaining from its tax authorities the official certificate evidencing the payment of such tax. The certificate shall be transmitted to the other party for tax credit purposes if applicable. In the case of double tax treaty providing a reduced tax rate may apply, the parties agree to furnish as soon as possible, and, if necessary in advance of any payment, all documentation contemplated for the application of the treaty. To apply such reduced tax rate, SUPPLIER shall provide ORANGE with its tax domicile certificate without undue delay after the signature of the PO. If the certificate confirming the tax domicile of SUPPLIER is not to the disposal to ORANGE at a moment of the payment for the Contract Objects, the local valid withholding tax rate will apply on any payment concerned. The SUPPLIER shall renew the certificate confirming its tax domicile annually if the PO continues within more calendar years.

12.10. Without otherwise limiting the foregoing, any corporate or other similar tax, which is charged in respect of the SUPPLIER's income by authorities in the country of its origin or Slovakia as a direct result of a determination by a competent judicial authority in such country that SUPPLIER has a permanent establishment in Slovakia related to the performance by the SUPPLIER subject to taxation in Slovakia of any of its obligations under the PO shall be borne by the SUPPLIER. In the event ORANGE has been liable to pay any of the above mentioned tax (eg. collateral tax) according to the Slovak legislation for or on behalf of the SUPPLIER such tax will be withheld from relevant payments realized by ORANGE to SUPPLIER. If such payment of taxes will be paid by ORANGE subsequently without possibility of their withholding from a subsequent stream of payments to SUPPLIER or if such taxes were paid by ORANGE based on the determination and levying of the Slovak tax authorities per consequence, the SUPPLIER will reimburse ORANGE in the same currency of the amounts paid within 30 days of the presentation by ORANGE to the SUPPLIER of the documents proving such payment has been effectively made by ORANGE.

If Value Added TAX (VAT) or any similar indirect taxes are applicable according to the valid legislation of the jurisdiction of the

seat of SUPPLIER or ORANGE such taxes will be borne by the party according to its seat. If the SUPPLIER is registered for VAT in Slovakia it has the obligation to notify to ORANGE in advance on the confirmation of the PO or before the first delivery of the Contract Objects at the latest. SUPPLIER has the obligation to declare to ORANGE about the establishment of its own business in Slovakia such as e.g. its own branch incorporated, its business establishment providing activities in the territory of Slovakia in the written form. If SUPPLIER is registered for the Slovak VAT it will provide ORANGE by the notarised copy of the certificate of the tax registration issued by the Slovak tax authorities.

If not stated in the Purchase Order otherwise, the SUPPLIER herewith represents and warrants that it has no permanent establishment or any other business establishment having its own permanent seat, assets and personnel on the territory of the Slovak Republic as of the date of signature of the PO to which providing of any Contract Objects is possible to allocate. Should this representation prove to be incorrect, the SUPPLIER shall compensate ORANGE for any damages incurred by ORANGE in this respect, e.g. the taxes ORANGE withheld due to the SUPPLIER's permanent establishment. In case the permanent establishment is created or if its permanent business establishment is created after the confirmation of the PO, the SUPPLIER undertakes to immediately inform ORANGE thereof. Should the SUPPLIER breach this obligation, the SUPPLIER shall compensate ORANGE for any damages incurred by ORANGE in this respect, e.g. the taxes ORANGE withheld due to such SUPPLIER's permanent establishment or due to incorrect application of the Slovak VAT.

13. Warranty

13.1. SUPPLIER warrants that the Contract Objects possess the properties and characteristics as described in the Specification, and contain no defect that reduces their value or impairs their suitability for the intended use. In particular, this provision requires that the Contract Objects are state-of-the-art and comply with the technical documents as regards design, materials, workmanship, quality, and other specifications that ORANGE is entitled to assume in good faith to be obvious to SUPPLIER, even if not expressly stipulated or agreed. Furthermore, SUPPLIER shall warrant that the Contract Objects comply with legal requirements and applicable industrial standards at the place of performance.

13.2. The warranty shall be deemed to exclude damage attributable to natural wear and tear or to inadequate maintenance and disregard of operating instructions.

13.3. Except as may be otherwise agreed in writing or if the law requires a longer warranty period, the period of warranty shall be twenty four (24) calendar months from the date of final acceptance.

13.4. The warranty period shall be deemed to recommence afresh for spare-part deliveries, and for the remedy and correction of defects under warranty. The warranty period shall be deemed to recommence afresh also in case the Contract Objects are replaced from the take over of new Contract Objects, For any remedy and corrections under the warranty, the clauses 7.2 to 7.5 apply accordingly.

13.5. If ORANGE makes a claim under warranty, it shall have the right to retain an amount to cover the defect concerned from any payment due under the PO or other contractual relations between the parties.

13.6. The provisions of this clause as well as the provisions related to penalties linked to warranty shall survive termination of the PO for whatever reason.

14. Liability

14.1. SUPPLIER shall be liable for any damage caused by breach of its obligations. SUPPLIER shall obtain and maintain throughout the term of the PO an insurance cover (covering liability for damages incurred in connection with the fulfillment of the PO, contractual obligations as well as the loss or damage to any property, material or things, including for the avoidance any equipment, owned or supplied by ORANGE while such property, material or things are in the possession or under the control of SUPPLIER) of **at least an equivalent of the value payable by ORANGE to the SUPPLIER under the PO**. SUPPLIER is obliged to prove ORANGE of the existence of such insurance.

14.2. SUPPLIER shall be liable for any act of commission and/or omission by any helper, supplier, subcontractor, mandatory, and/or other third party it may engage for its performance of the PO, as for its own such acts.

15. Ownership rights in Contract Objects and rights of use, license, escrow, road maps, interruptions of supply, upgrades, updates, interoperability

15.1. By its payment of the Contract Price, ORANGE shall acquire all ownership rights in the Contract Objects. SUPPLIER shall ensure through written agreements that all proprietary rights, including those of SUPPLIER's in-house or external employees, and of any third party engaged for its performance of the PO, are likewise transferred to ORANGE.

15.2. ORANGE shall have absolute freedom as to whether, when, and/or how it uses (including re-sale, renting, leasing, etc.) the Contract Objects for processing, and whether it does so in conjunction with other rights or integrates or incorporates them in other rights.

15.3. Should the Contract Objects include software and/or any other items protected by the intellectual property rights, the SUPPLIER grants ORANGE the right to use such Contract Objects in the extent and for the period and the purposes determined by ORANGE (the "license") in the PO, in compliance with the applicable legislation, namely Act No. 618/2003 Coll. on Copyrights. Termination of the PO for whatever reason shall not affect the license, i.e. the license remains valid and effective. The license fee is already included in the Contract Price.

15.4. Should the Contract Objects include software, the SUPPLIER undertakes to deliver to ORANGE also subsequent release of such software containing bug fixes, patches and maintenance releases and error corrections (hereinafter the "Update") and subsequent major version release of such software containing additional features and/or performance improvements (hereinafter the "Upgrade").

15.5. Should the Contract Objects include software, the SUPPLIER undertakes, at its own expense, to deposit a back up of the updated version of any software source codes necessary for operating the software, as used by ORANGE, to an escrow company to be agreed upon on a case by case basis, all as per terms of an escrow agreement (hereinafter the „Escrow Agreement“). The deposited source codes must include, in particular, the programs that make up any software, the documentation related to the released and/or updated version of

any software, a detailed description of any software structure as well as the elementary procedures of each program. It is expressly stated that a specialist must be able to read the entirety of said components. For every deposit of an Upgrade, the SUPPLIER shall supply ORANGE with the written material that testifies of the safeguarding of such source codes, the complete description of their components, the number and the date of the deposited version, the deposit location and the undertaking of such escrow company to provide ORANGE with said source codes. The SUPPLIER agrees that ORANGE may, at its own expense, conduct an audit for the purpose of verifying that the version deposited with the escrow company is the current version used by ORANGE.

15.6. The SUPPLIER grants to ORANGE the right to access said source codes throughout the term of the PO and for subsequent 2 years after its expiration/termination, in case the following event occurs (hereinafter the "Release Event"):

- a) the SUPPLIER stops supporting/developing the software;
- b) the SUPPLIER is subject to bankruptcy, restructuring, winding up, liquidation, non validity of the Supplier;
- c) change (merger, split, acquisition, change of controlling person) that results in the majority of the SUPPLIER's capital being held by an Orange/France Telecom competitor;
- d) termination of the maintenance services (if any) to a material breach by the SUPPLIER.

15.7. Should a Release Event occur, the SUPPLIER authorizes ORANGE to implement said access right by directly contacting the escrow company where the source codes are deposited, by notification. The escrow company shall then notify the SUPPLIER of such request and allocate ten business days to the SUPPLIER to contest any unauthorized request from ORANGE. In the event of a dispute, an arbitration process as defined in the Escrow Agreement shall be followed (in case of absence of such process, the Article 24 applies). Upon final decision in favor of ORANGE, or if the Supplier has not contested ORANGE's request within the above ten days period, the escrow company is obliged to transmit to ORANGE the entirety of the written material making up the source codes without undue delay.

15.8. It is expressly stated that the implementation of the right to access to source codes, as defined in this Article shall allow ORANGE to use the source codes in such a way as to allow for the curative software maintenance to be performed including resorting to a third party provider.

15.9. The SUPPLIER agrees that the provisions of this Article, without which ORANGE would not have issued a PO, are material to ORANGE. Should the Supplier breach any of its provisions, the ORANGE may withdraw from the PO.

15.10. Roadmaps, Interruptions of supply, Upgrades and Updates: Should the Contract Objects include software, the SUPPLIER shall provide visibility for two (2) years regarding the software. The parties agree to meet every six (6) months to discuss SUPPLIER's future software plans. During the second meeting of the year, the SUPPLIER will communicate the future software and Upgrades for the next two years and shall commit thereon for the next year. The dates for the next year future software and Upgrades plans shall be expressed in calendar days. Without constituting any commitment to order from ORANGE, ORANGE may notify in writing to the SUPPLIER the new software, Upgrades, feature or function ORANGE is interested in. Upon receipt of such notification, the SUPPLIER undertakes that this

software, Upgrades, functions chosen by ORANGE shall be made available for purchase at the dates indicated in the then current roadmap.

15.11. The SUPPLIER shall provide to ORANGE roadmaps for at least two (2) years from date of initial purchase by ORANGE. The roadmap shall also specify the end of life of any Contract Objects. This roadmap shall be updated on a quarterly basis and shall present in particular the dates of general availability and the detailed new features or new technical performances included in a new release or linked to a new type of Contract Objects. Any relevant information on version compatibility between forecast releases and releases under operation in the network will be necessarily presented to ORANGE.

15.12. The Contract Objects must be compatible with Contract Objects of different generations.

15.13. The SUPPLIER undertakes to inform ORANGE, in writing, one (1) year in advance or as soon as the SUPPLIER receives such notice from one of its suppliers that would cause SUPPLIER to make such disclosure to ORANGE of any suspension of production of Contract Objects subject of any previous PO. The SUPPLIER shall deliver Upgrades as soon as such Upgrades are made available to any other third party. Upgrades introduced by the SUPPLIER after 2 years period shall not be provided free-of-charge and shall be at the cost to be agreed by the parties.

15.14. The SUPPLIER shall deliver Updates as soon as such Updates are made available to any other third party. Such Updates shall be provided free-of charge as the cost of such Updates shall be deemed included in the Contract Price.

15.15. The SUPPLIER undertakes without additional charge, to install, to implement and to start up the Update and/or Upgrade.

15.16. In some specific cases, the Update and/or Upgrade might be tested before being released as available in ORANGE. The SUPPLIER must provide materials for testing free of charge on request of ORANGE.

15.17. The term of the warranty for new Updates or Upgrades will be twenty four (24) calendar months from the final acceptance or earlier commercial use, or the residual period of warranty of the software on which the Update or Upgrade is installed, whichever is greater.

15.18. Interoperability: The SUPPLIER understands that the Contract Objects must work in conjunction with other Contract Objects purchased by ORANGE from the SUPPLIER under any other existing agreement with the Supplier and/or with various third party equipment and software if this use is not prohibited by the Specifications or is possible as agreed between the parties.

15.19. The SUPPLIER warrants that Contract Objects purchased hereunder will work with the Contract Objects previously purchased under any other existing agreement with the SUPPLIER. In the event that new Contract Objects does not work with the previously purchased Contract Objects, the SUPPLIER shall correct the problem at the SUPPLIER's own cost.

16. Infringement of third-party proprietary rights

16.1. SUPPLIER herewith represents and warrants that the Contract Objects do not infringe any intellectual property rights of third parties. Should this representation prove to be false, SUPPLIER undertakes to indemnify ORANGE for any cost, or

damage arising out of infringement of intellectual property rights of third parties (meaning all rights in inventions, patents, design rights, copyrights, trade marks, trade names, internet domain names, email addresses, database rights, trade secrets, know-how, in each case, whether registered (including any applications for registration) or unregistered, and any other intellectual property right whatsoever and wherever enforceable) by use of the Contract Objects. Further, if possible, SUPPLIER shall, at its sole charge, defend any claim against ORANGE on account of the infringement of intellectual-property rights that may be raised in connection with the Contract Objects supplied by SUPPLIER. ORANGE shall notify SUPPLIER forthwith as regards any such claim and, as far as possible, shall grant SUPPLIER authority to conduct and settle any such litigation itself. SUPPLIER shall bear the costs and the damages judged payable by ORANGE by final and unappeasable judgment, and any other costs that may arise in connection with such infringement of property rights.

16.2. If ORANGE is prevented by final and unappeasable judgment from using the Contract Objects, SUPPLIER shall, as ORANGE may choose at its sole discretion, obtain for ORANGE the right to continue their use, exchange, replace, or so modify the Contract Objects as to avoid infringement of proprietary rights; or take back the Contract Objects and credit or reimburse ORANGE the purchase price or licence fee, less normal depreciation, while the right to claim damage compensation remains unaffected.

17. Confidentiality

17.1. ORANGE and the SUPPLIER shall keep confidential and shall not, without the written consent of the other party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the PO, whether such information has been furnished prior to, during or following termination of the PO ("confidential information"). Notwithstanding the above, the SUPPLIER may furnish to its subcontractor(s) such confidential information it receives from Orange to the extent required for the subcontractor(s) to perform its works under the PO, in which event the SUPPLIER shall obtain from such subcontractor(s) an written undertaking of confidentiality corresponding to the one imposed on the SUPPLIER under this clause, prior to such disclosure.

17.2. The SUPPLIER shall not use confidential information received from ORANGE for any purpose other than the supply of Contract Objects or such other work and services (if any) as are required for the performance of the PO.

17.3. The obligation of a Party under Clauses 17.1 and 17.2 above, however, shall not apply to that confidential information which:

- (a) now or hereafter enters the public domain through no fault of that party; or
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality; or
- (d) there is a legal duty of disclosure (whereas the party immediately undertakes to inform the other party on such disclosure).

17.4. Notwithstanding the confidentiality obligations set out in this clause, either party is entitled to disclose confidential information with the exception of the personal data as set forth below to any member of its group of companies without the prior written consent of the disclosing party.

17.5. In addition to the provision set forth above, in case the SUPPLIER during the due fulfillment of the PO comes into contact with personal data of ORANGE's services users or other natural persons (for example ORANGE's employees), the SUPPLIER shall:

- (a) maintain secrecy of these personal data, way and form of its processing by ORANGE as well as ORANGE information systems processing these data in the range set forth in a relevant Act on personal data protection as well as in internal procedures of ORANGE,
- (b) instruct all of its employees or other persons, authorized to execute work in the name of the SUPPLIER, about duties binding persons with access to personal data and resulting from the Act on personal data protection as well as from internal procedures of ORANGE, especially about confidentiality obligation,
- (c) follow all the duties set forth in the Act on personal data protection and internal procedures of ORANGE related to the safety and protection of personal data processed by ORANGE.

17.6. Most of all, within fulfillment of the subject of the PO, the SUPPLIER:

- (a) must not in any form process personal data already processed by ORANGE, especially must not provide them to the third party, publish them, nor use them in any other way for the SUPPLIER's or third party's needs, with an exception of the processing forms necessary for proper production and provision of Contract Objects according to the PO (for example personal data rearrangement, order, combinations, movement within one of ORANGE's information systems etc.); the SUPPLIER should immediately inform ORANGE about every form of such permitted personal data processing;
- (b) must not carry out of ORANGE's area, without prior written approval of ORANGE, any electronic or physical information carriers that contain or could possibly contain personal data;
- (c) must not make any copies of the records containing personal data processed by ORANGE without its prior written approval;
- (d) shall immediately return to ORANGE any record, electronic or physical information carrier containing personal data processed by ORANGE; if any record, electronic or physical information carrier containing personal data is necessary for making and provision of Contract Objects according to the PO, the SUPPLIER will be obliged to return such record or carrier after execution of the work without any delay.

17.7. The above mentioned duties apply also to confidential information of Telecommunication secret as set forth in relevant provisions of Slovak Act on electronic communication accordingly. The SUPPLIER herewith represents and warrants that it was acknowledged about internal procedures of ORANGE concerning protection and safety of confidential information.

17.8. The SUPPLIER acknowledges that in case of breach of the Confidentiality duty as per this clause it shall be obliged to compensate ORANGE for compensatory damages pursuant to Section 17 and foll. and § 271 of the Commercial Code.

17.9. The provisions of this clause shall survive termination of the PO for whatever reason and continue in effect for five (5) years after termination of contractual relations.

17.10. Breach of the confidentiality duty by the SUPPLIER shall be a ground for contractual penalty of twenty percent (20%) of the total Contract Price. The payment of contractual penalty shall not relieve the SUPPLIER of its duty to secrecy. The right to claim damage compensation of ORANGE shall remain unaffected.

18. Use of ORANGE logo, name or trademark

The use or exploitation by SUPPLIER of the ORANGE name, trademark or logo in any manner or form shall be subject to prior agreement in writing with ORANGE. Except as may be otherwise expressly specified, the application of these GCP shall not in any manner be deemed to mean that SUPPLIER acquires any right in or to the intellectual property of ORANGE or in any right which ORANGE holds or for which ORANGE possesses a license.

19. Miscellaneous

19.1. SUPPLIER shall not without prior agreement in writing by ORANGE assign any rights and/or duties under the PO.

19.2. In processing a Purchase Order and when fulfilling obligations under the PO, SUPPLIER shall strictly observe all relevant accident-prevention and safety regulations, and shall carry out the internal directives and instructions by ORANGE as regards access to the ORANGE site.

19.3. SUPPLIER shall at its own sole costs obtain all work permits and local official permits necessary to ensure the performance of its contractual duties.

19.4. At execution of the PO the SUPPLIER is obliged to act in premises of ORANGE environment friendly.

19.5. At the fulfillment of its contractual obligations the SUPPLIER is responsible for following rules, allowances and other regulations in the area of environmental protection and for acquainting its employees and/or subcontractors with these documents.

19.6. At execution of all activities the SUPPLIER undertakes to act environment friendly in the greatest possible extent, especially regarding utilisation of natural resources (energy, water, and other resources), raw material, and auxiliary material. Further it undertakes to use ecological materials, facilities, practices, and technologies, it will avoid creation of waste (using wasteless technologies) and emissions, and will repeatedly use leftover materials or liquidate them in compliance with provisions on waste and on environmental protection (waste economy, recycling). The SUPPLIER also undertakes to prevent chemical agents leakage and consequent contamination of environment (into waters, air, ground).

19.7. In case any ecological harm occurs in the premises of ORANGE by fault or negligence (whether by action or failure to act) of the SUPPLIER, the SUPPLIER commits himself to arrange urgent remedy of the damage including all financial recovery.

19.8. The SUPPLIER commits himself to dispose waste arising in connection with the fulfillment of its obligations at a place of execution of the PO, at his own charge, and in compliance with requirements of legislation in force. The SUPPLIER will provide ORANGE with copies of documentation proving methods of manipulation with this waste.

19.9. The SUPPLIER commits himself to attend ecological training of ORANGE upon his request. ORANGE will require SUPPLIER's attendance only when necessary. The SUPPLIER will consequently train all of his respective employees/subcontractors.

19.10. Should the SUPPLIER be subject to the obligation to pay the respective fees to the Recycle Fund as set forth in the applicable legislation (e.g. Act no. 223/2001 Coll. on waste), the SUPPLIER is obliged to provide ORANGE with the confirmation on such payments once a year.

19.11. All the provisions contained herein shall apply to the SUPPLIER and all of his subcontractors.

20. Audit

20.1. ORANGE shall have the right at any time to undertake audits performed by way of internal or external auditors in order to control the compliance of the processes implemented in accordance with these GCP and/or the PO and the performance standards and plans.

20.2. The auditors shall have access to the premises of the SUPPLIER and of its subcontractors during working days. They will have to respect the internal and hygiene and security rules applicable in these premises.

20.3. During these audits, the SUPPLIER undertakes to cooperate completely with the auditors of ORANGE and in particular to put at their disposal all elements necessary for the performance of audits.

20.4. If the conclusions of the audit reveal any breach of the SUPPLIER's obligations, ORANGE may decide to ask the SUPPLIER to plan corrective actions, or to withdraw from the PO. These corrective actions will be presented to ORANGE for acceptance. If corrective actions are not accepted by ORANGE, ORANGE may withdraw from the PO.

21. Quality system requirements

21.1. The SUPPLIER will undertake to maintain, or to implement a certification (ISO 9001 or equivalent) for the PO.

21.2. In the case of the SUPPLIER does not hold such third party certification, he will demonstrate, that adequate Quality Management Systems are in place, in order to assure that the contractual requirements can be achieved.

21.3. The SUPPLIER will demonstrate its application over all Contract Objects.

21.4. In the case of the SUPPLIER does not hold such a Quality Management Systems, he will demonstrate that the contractual requirements can be achieved within the execution of the PO.

22. Ethical Practices

22.1. The development of ORANGE and the France Telecom Group is based on a set of values and guidelines for action and behavior that respect people (including in particular clients, employees and shareholders). These values and principles are part of a more general framework of fundamental principles that include the Universal Declaration of Human Rights, International Labor Organization standards, OECD guidelines (particularly regarding efforts to fight corruption) and commitments that ORANGE follows (particularly in the area of sustainable development). ORANGE requires the SUPPLIER and the SUPPLIER's sub-contractors to adhere to ethical standards that match its own.

22.2. In particular, the SUPPLIER undertakes to comply with and to require its sub-contractors and any person under its control, to comply with all applicable national, European and international rules relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, environmental protection, sustainable development, bribery and corruption ("the Rules"). These Rules include without limitation, the principles, provisions and undertakings contained in the instruments herein listed and any national legislation implementing these instruments:

- The Universal Declaration of Human Rights;
- The OECD Convention on Bribery;
- The Convention on the Rights of the Child adopted by the United Nations General Assembly on 11/20/1989 resolution N. 44/25;
- The International Labor Organization (ILO) Convention N. 182 which calls for immediate action to ban the worst forms of child labor dated 1999;
- International Labour Organization (ILO) minimum age Convention N.138, dated 1973;
- The Stockholm Convention of 1998 on Persistent Organic Pollutants;
- The Montreal Protocol of September 1987 on Substances that Deplete the Ozone Layer;
- The Basel Convention of 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal;
- The Directive 2002/96/CE WEEE on Waste of Electrical and Electronic Equipment (where the supply takes place in the European Union);
- The Directive 2002/95/CE ROHS on Reduction of Hazardous Substances (where the supply takes place in the European Union).

22.3. The SUPPLIER shall define and implement appropriate and effective policies in order to ensure compliance with these Rules.

22.4. On request, the SUPPLIER shall inform ORANGE of the measures adopted to ensure compliance with the Rules. From time to time, ORANGE shall be entitled, by itself or through a nominated auditor, to audit the SUPPLIER after prior reasonable written notice, in order to control the SUPPLIER's conformity to the Rules.

22.5. In the event that a failure to comply with the Rules is detected, the SUPPLIER shall upon ORANGE written notice, immediately remedy such failure so that its conduct conforms to the Rules.

22.6. Where the SUPPLIER continues to be in material breach of this clause, within thirty (30) days following receipt of said notice, ORANGE shall be entitled to withdraw from the PO.

23. Termination of the Purchase Order

23.1. The Purchase Order may be terminated by either party by at any time by sending a one month prior written notice to the other party. The notice period shall commence on the first day of the month following the delivery of such notice.

24. Applicable law, arbitration clause

24.1. The Parties have agreed that the Slovak law (mainly Act No. 513/1991 Coll., the Commercial Code) shall apply exclusively to these GCP and the PO and any dispute on the interpretation and/or implementation of these GCP, and of any Purchase Order is based on its provisions. All disputes arising out of or in

connection with the GCP and/or the PO, including the disputes concerning their validity, interpretation or annulment, shall be settled before the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava in conformity with its internal rules and regulations. This court's resolution shall be binding upon the Parties and they undertake to comply with such.

24.2. The legal venue shall be Bratislava and its language shall be Slovak.

24.3. Any and all changes of the PO shall be binding upon the parties only if executed in writing, if not specified otherwise herein.

24.4. By the signature of the PO, the SUPPLIER confirms it became acquainted of these GCP and agrees with the conditions specified herein.